

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF GLENDALE

A.G. CONTRACT NO. 80-204  
Sec. of State # 6227  
Filing Date 3/26/80  
I.G. # 80-204

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF GLENDALE, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or intersection lighting at the following locations:

NO. <u>6227</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>3-26-80</u>
<i>Rose Moffat</i>
Secretary of State

Sheet 1

US 60 and 61st Avenue and Myrtle Avenue  
US 60 and 59th Avenue and Glendale Avenue  
US 60 and 55th Avenue and Maryland Avenue  
US 60 and 51st Avenue and Bethany Home Road

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1980, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

7. It is understood that the list of location(s) set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of January, 1980, but in no event prior to its being filed with the Secretary of State.

11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: JB Mertz  
Date: 3/11/80

CITY OF GLENDALE

By: Laura Puth  
Title: CITY MANAGER  
Date: \_\_\_\_\_

ATTEST:

Gene Witter

City Clerk

Date: 2-21-80

RESOLUTION NO. 1938 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A CONTRACT WITH THE STATE OF ARIZONA, BY AND THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF TRAFFIC SIGNALS AND/OR INTERSECTION LIGHTING ON U. S. 60; AND DECLARING AN EMERGENCY

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed for the best interest of the City of Glendale, and the citizens thereof that a certain contract with the State of Arizona, by and through the Arizona Department of Transportation for maintenance of traffic signals and/or intersection lighting on U. S. 60 at 61st and Myrtle Avenues, 59th and Glendale Avenues, 55th and Maryland Avenues, and 51st Avenue and Bethany Home Road, be entered into, which contract is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said contract on behalf of the City of Glendale.

SECTION 3. WHEREAS the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety of the City of Glendale, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage, adoption and approval by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of December, 1979.

J. STERLING RIDGE  
MAYOR

ATTEST:

IRENE WITTER  
City Clerk

STATE OF ARIZONA )  
County of Maricopa ) ss.  
City of Glendale )

(SEAL)

APPROVED AS TO FORM:

THOMAS A. MCCARTHY, JR.  
City Attorney

REVIEWED BY:

S. F. VAN de PUTTE  
City Manager

I, the undersigned, Irene Witter, being the duly appointed, qualified and acting City Clerk of the City of Glendale, Maricopa County, Arizona, certify that the foregoing Resolution No. 1938 New Series is a true, correct and accurate copy of Resolution No. 1938 New Series, passed and adopted at a regular meeting of the Council of the City of Glendale, held on the 11th day of December, 1979, at which a quorum was present and voted in favor of said Resolution.

Given under my hand and seal this 17th day of December, 1979.

*Irene Witter*  
City Clerk

2169



OFFICE OF THE  
**Attorney General**

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

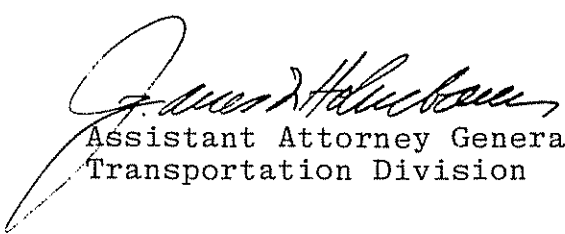
DETERMINATION

A. G. Contract No. 80-204, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17th day of MARCH, 1980.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division